

## Terms of Use MEETYOO Go (Self-Service Toolkit)



Disclaimer: Click in one of the following buttons to read the respective "Terms of Use MEETYOO Go" for your location:

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## EU and rest of the world

### Terms of Use MEETYOO Go of meetyoo conferencing GmbH

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(as of 5 August 2022)

By registering as a user of the MEETYOO Go event portal, the user accepts the following "MEETYOO Go Terms of Use" (hereinafter referred to as "Terms of Use") of meetyoo conferencing GmbH, Friedrichstrasse 200, 10117 Berlin (hereinafter referred to as "meetyoo") for the use of the MEETYOO Go event portal and event platform (hereinafter referred to as "event portal" or "event platform"). These terms of use govern the contractual relationship between

meetyoo conferencing GmbH  
Friedrichstraße 153a  
10117 Berlin, Germany

the user and meetyoo for MEETYOO Go, irrespective of the website through which the user registers or logs in.

In accordance with these terms of use, a contract is concluded between meetyoo as provider of the event portal as well as the event platform and the user.

The services offered are aimed exclusively at companies, authorities, or associations. In these Terms of Use, "user" or "customer" means any company, authority, or association for which (-s,-n) a contract has been concluded with meetyoo by an employee in accordance with these Terms of Use. The employee of the user/client who accepts these Terms of Use warrants that he/she has sufficient authority to conclude contracts on behalf of his/her company, authority, or association.

The user may access, print, download or save these Terms of Use at any time, even after the conclusion of the contract.

## **§1 Subject**

1. meetyoo offers the possibility to register as a user (admin) for the Event-Portal in order to create, configure and carry out virtual events on the meetyoo event platform yourself. Personal registration provides the user with an event portal account. For the implementation of virtual live events including the registration process, the online conclusion of a contract of "MEETYOO Go" via the event portal in accordance with § 3 of these terms of use is required. The immediate activation for the provision of virtual events is associated with the online conclusion of the MEETYOO Go contract. The order confirmation will be sent to the customer within 24 hours.

2. The number of virtual events (incl. streams) that can be configured and switched live at the same time, as well as the number of registrations, are limited depending on the chosen tariff (see MEETYOO Go Event Portal).

3. meetyoo is entitled to remove illegal content from the Event Platform or the Event Portal without prior notice if it violates legal regulations or these Terms of Use.

4. meetyoo merely offers the user an event platform for the provision of virtual events. Insofar as the customer and participants in virtual events ("participants") conclude contracts among themselves via the event platform, meetyoo is not involved in these contracts and is therefore not a contractual partner. The customer and the participants are solely responsible for the execution and fulfilment of the contracts concluded between them. meetyoo accepts no liability if no contact is established between the users via the event platform in connection with such a contract. Finally, meetyoo is not liable for breaches of duty by users arising from contracts concluded between users.

## **§2 Registration for the Event Portal**

1. The user must register for the event portal before using the services of the event platform (double opt-in procedure). However, there is no entitlement to registration.

2. The user warrants that all data provided by him/her during registration is true and complete. The user is obliged to notify meetyoo immediately of any changes to his user data.

3. For the registration of an Admin Account an e-mail address must be entered and a personal password must be chosen. meetyoo points out that any person who knows the e-mail address and the corresponding password has the possibility to use the Event Portal in place of the customer. Here, among other things, personal data (e.g.: contact or invoice data) can be changed in a binding manner or online orders can be placed. meetyoo grants the user the option of changing the password at any time in the Event Portal. The registered user can create further sub-accounts for other users.

4. The user must keep his password secret and change it immediately if he suspects that an unauthorized third party has or could have gained knowledge of it.

5. Legally binding declarations of intent are deemed to have been made by the user as soon as they are released for transmission to meetyoo by clicking on a corresponding field. The submission of declarations of intent made in this way complies with the contractually stipulated text form. meetyoo is entitled to process declarations exclusively on the basis of the assignment with the aid of the e-mail address and password entered when logging in. The user hereby acknowledges that incorrect information may result in incorrect invoicing and thus damage to the user.

### **§3 Order with costs via the MEETYOO Go event portal**

1. By selecting the respective MEETYOO Go product on the order page and clicking on the "Order now" button, the user makes an offer to conclude a contract on the use of the event portal and the event platform. meetyoo accepts this offer by activating the user for the services of the event platform and sends an order confirmation to the customer by e-mail. Through this acceptance the contract between the user and meetyoo for the respective product of MEETYOO Go is concluded.

### **§4 Service Level Agreement (SLAs)**

1. The customer acknowledges that 100% availability of the Event Platform and the Event Portal is technically impossible to achieve. meetyoo endeavours to keep the Event Platform and the Event Portal available without interruption, with a minimum availability of 98.5% per month. In particular, maintenance, security or capacity issues as well as events beyond the control of meetyoo (such as disruptions of public communication networks, power failures, etc.), but also hardware and software failures, in particular also the customer's software and hardware and IT infrastructure may lead to short-

term disruptions or to the temporary discontinuation of the services of the Event Platform or the Event Portal. The contract of use merely grants a claim to use the event platform or the event portal within the scope of these technical and operational possibilities of meetyoo just described.

The customer acknowledges that meetyoo will have to carry out maintenance work; this will normally be carried out at weekends or at night (planned maintenance work). Meetyoo will inform the customer of planned maintenance work affecting the live event or the archive phase of the event with an appropriate lead time. In emergencies meetyoo reserves the right, at its own discretion, to carry out maintenance work in the area of the entire event platform or for the event portal (unplanned maintenance work). In the event of unplanned maintenance, meetyoo undertakes to inform the client of the maintenance work as soon as possible by e-mail. In the context of (planned or unplanned) maintenance work, the availability of the Event Platform or the Event Portal is not always restricted or interrupted, but there is a possibility of such restrictions or failures. In such cases, meetyoo undertakes, in cooperation with the customer, to restore availability as quickly as possible using its own operational resources.

The customer is aware that the data for the operation of the virtual event platform or the event portal and for the implementation of virtual events on the platform are transmitted via public channels, in particular via the Internet. The customer acknowledges that the transmission is not 100% secure. meetyoo undertakes to secure the customer's data in accordance with standards customary in the industry.

2. The configuration and execution of the event incl. registration and going live of the event is carried out by the customer via the event portal. meetyoo provides the customer with 1st level support which can be reached by e-mail. meetyoo guarantees a response upon receipt of notification of a malfunction of the event platform or the event portal by e-mail within 8 hours during business hours from 8:00 - 17:00 CET/CEST (Monday - Friday / German holidays excluded). In the case of serious or significant faults, the time for an initial response is reduced as defined below, provided the fault is

communicated in person by e-mail meetyoo will rectify faults as quickly as possible.

Category	Description	First answer
Serious	<p>Event platform: Errors in which the system fails for a large proportion of users or important functions cannot be used</p> <p>Event Portal: Errors where the system fails for the user or very important functions for the administration of the event cannot be used.</p>	60 min.
Significant	<p>Event platform: Errors where the system fails for multiple users or functions cannot be used.</p> <p>Event Portal: Errors where important functions for the administration of the event cannot be used.</p>	4 hrs.
Minor	Error with minimal impact on the operation of the system (event portal and event platform).	8 hrs.

## §5 Payment and due date

Charges will be invoiced in accordance with the order form. All payments shall be made in the currency specified in the Order Form in full and in cleared funds without set-off, counterclaim, deduction or withholding (other than any deduction or withholding required by law) **immediately upon receipt of the invoice** unless otherwise specified in the Order Form. All amounts payable under the Contract are net of any value-added tax or other local sales taxes for which the Customer is responsible. The customer agrees to provide meetyoo with complete and accurate billing and contact information.

**Price adjustment clause:** meetyoo can increase the prices appropriately in each case with effect from the next calendar year if the scope of services of the products is extended and/or the underlying costs (in particular personnel costs and costs for third-party tools and hosting) increase. If the increase in remuneration within one year after the last request for an increase is more than 4.5 percent, the customer is entitled to terminate the contract at the time the increase takes effect. In this case, the remuneration shall remain unchanged until the end of the contract.

## **§6 No legal advice; responsibility of the client**

Each party is responsible for its own compliance with the laws and regulations applicable to it. The software, professional services, materials, or information provided by meetyoo are not intended as legal advice and should not be construed as such. In particular, the customer must independently comply with all legal norms that apply to this in the respective applicable jurisdiction (e.g. from data protection law, consumer protection law, AGB law, Telemedia law) within the framework of the implementation of the virtual event.

meetyoo has not checked whether MEETYOO Go can be used in all jurisdictions in such a way that all applicable legal norms are fulfilled in each case.

## **§7 Defects of title**

1. meetyoo shall only be liable for infringements of third party rights through services provided by meetyoo insofar as the service is used in accordance with the contract and in particular in the contractually intended field of use.

2. if a third party asserts against the customer that a service provided by meetyoo infringes his rights, the customer shall notify meetyoo without delay.

meetyoo and, if applicable, its subcontractors shall be entitled, but not obliged, to the extent permissible, to defend the asserted claims at their expense.

3. if a service provided by meetyoo infringes the rights of third parties, meetyoo will, at its own discretion and at its own expense, 1. procure for the customer the right to use the service or 2. make the service non-infringing or 3. take back the service with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if meetyoo cannot achieve any other remedy with reasonable effort. The interests of the customer will be adequately taken into account.

## **§8 Limitation**

Claims for defects shall become statute-barred within one year from the statutory commencement of the limitation period.

## **§9 Limitation of liability**

meetyoo is liable for damages arising from injury to life, body, or health in accordance with the statutory provisions. In all other respects meetyoo is liable as follows:

a) meetyoo is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by meetyoo or a legal representative or vicarious agent of meetyoo.

b) In the event of slight negligence meetyoo is not liable unless an essential contractual obligation (cardinal obligation) is breached. A cardinal obligation is an obligation the fulfillment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely on. In such cases, however, liability shall be limited to the foreseeable damage typical for the contract.



- c) meetyoo is not liable for such damages which can be excluded if the customer carries out a proper data backup.
- d) meetyoo is not liable for the compatibility of its services with technical equipment for which the customer is responsible.
- e) Liability under the Product Liability Act remains unaffected.
- f) For each individual case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year.

## **§10 Exemption**

1. The user indemnifies meetyoo against all claims, including claims for damages, asserted by third parties against meetyoo due to an infringement of their rights by the content posted by the user on the event platform or in the event portal. The user also indemnifies meetyoo against all claims, including claims for damages, made by other users or other third parties against meetyoo for infringement of their rights by the user's use of the services of the platform. The user shall bear all reasonable costs incurred by meetyoo due to an infringement of third-party rights, including the reasonable costs incurred for legal defense. All further rights and claims for damages of meetyoo remain unaffected. The user has the right to prove that meetyoo actually incurred lower costs. The above obligations of the user do not apply insofar as the user is not responsible for the infringement in question.

2. If the content of the user infringes the rights of third parties, the User shall make the content free of property rights before using it on the event platform, unless the user has the corresponding rights of use or licenses. If the use of the services of the platform by the user infringes the rights of third parties, the user shall immediately cease the use in breach of contract and/or the law upon request.

## **§11 Rights of use (licenses)**

1. The user is granted the right to use the MEETYOO Go software for the duration of the contract. meetyoo grants the user a simple, non-transferable right to use the MEETYOO Go software limited to the duration of the contract.

2. No property rights of any kind whatsoever in connection with the event platform or the event portal are transferred to the user with this contract unless otherwise stipulated in other provisions of this offer. This also applies in particular with regard to the design of the event platform or the event portal, the design, the source code, as well as within the framework of the suggestions, ideas, improvements to the platform, etc. implemented on the virtual event platform. The user will not assert any claims against meetyoo in this respect.

3. The customer undertakes, to the extent legally possible, not to modify, adapt, translate, reverse engineer, decompile or disassemble meetyoo's software.

4. meetyoo does not acquire any ownership rights to the acoustic or visual information, documents, videos, etc. posted or created by the customer on the event platform. (hereinafter referred to as Content). For the purpose of fulfilling the contract, the customer grants meetyoo a free, simple, non-transferable right of use to the Content, limited to the duration of the contract, in particular the right to store the Content on the servers of meetyoo, to publish it within the framework of the virtual platform, to process and reproduce it insofar as this is necessary for the virtual event platform, and to grant rights of use to third parties insofar as this is necessary for the virtual platform.

## **§12 Prohibited activities**

1. The user undertakes to refrain from any activities on or in connection with the platform that violate applicable law or infringe the rights of third parties. In particular, the following actions are prohibited:

a) the posting, distribution, offering and advertising of pornographic content, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or are fraudulent;

b) the use of content that insults or defames other participants or third parties;

c) the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorised to do so.

2. Furthermore, the following activities by the customer are also prohibited irrespective of any violation of the law when posting own content on the platform as well as when communicating with other participants (e.g. by sending personal messages, by participating in discussion forums or by writing guestbook entries):

a) the spread of viruses, Trojans and other harmful files;

b) the sending of junk or spam mails as well as chain letters;

c) the dissemination of lewd, offensive, sexually-oriented, obscene or defamatory content or communication, as well as content or communication that is likely to promote or support racism, bigotry, hatred, physical violence or illegal acts (in each case explicitly or implicitly);

d) harassing other participants, e.g. by contacting them personally several times without or against the reaction of the other participant as well as encouraging or supporting such harassment;

e) soliciting other participants to disclose passwords or personal data for commercial or unlawful purposes;

f) the distribution and/or public reproduction of content available on the platform, unless this is expressly permitted by the respective author.

3. Also prohibited is any action that is likely to impair the smooth operation of the event platform or the event portal, in particular to place an excessive load on the systems of meetyoo.

4. In the event of suspicion of illegal or punishable actions, meetyoo is entitled and, if necessary, also obliged to check all activities and, if necessary, to initiate appropriate legal steps. This may also include the forwarding of a case to the public prosecutor's office.

5. meetyoo reserves the right to refuse the posting of content and/or to edit, block or remove content already posted after prior notification of the customer if the posting of the content has led to an infringement under point §12 of these terms of use (prohibited activities) or if there are concrete indications that a serious infringement of point §12 will occur.

The user is obliged to oblige the participants of the virtual event to comply with the regulations according to section 1-5 of item §12 of these terms of use (prohibited activities).

## **§13 Changes to the services on the platform**

meetyoo reserves the right to modify and further develop the MEETYOO Go software.

## **§14 Term and termination of the contract**

1. Depending on the tariff selected (see MEETYOO Go event portal), the contract can be terminated with the respective period of notice. Any termination must be in text form to be effective.

2. meetyoo may terminate the contract if the user objects to changes to these terms of use.

3. meetyoo and the user may terminate this contract without notice for good cause.

4. A good cause exists for meetyoo in particular if the continuation of the contractual relationship until the expiry of the statutory period of notice is not reasonable for meetyoo, taking into account all the circumstances of the individual case and weighing up the interests of meetyoo and the user.

Important reasons are in particular:

a) non-compliance with legal regulations by the user;

b) the user's breach of his contractual obligations, in particular from these terms of use;

c) damage to the reputation of the services offered by the user's online presence (e.g. if it is discovered after registration that the user has committed a criminal offence and this is known to the other users);

d) the promotion by the user of companies or associations (or their activities) that are under observation by authorities responsible for public safety or the protection of minors;

e) harm to other users.

5. A good cause exists for the user in particular if the continuation of the contractual relationship until the expiry of the statutory notice period is not reasonable for the user taking into account all circumstances of the individual case and weighing up the interests of the user and meetyoo.

A good cause is given in particular if meetyoo develops the software in such a way that essential functions are no longer available to the user which were available when the contract was concluded.

## §15 Final provisions

1. The contract and its amendments require text form. There are no ancillary agreements.
2. meetyoo reserves the right to amend these terms of use at any time without stating reasons, unless this is unreasonable for the user. In this case meetyoo will notify the user of changes to the terms of use in good time. If the user does not object to the application of the new terms of use within four weeks after notification, the amended GTC are deemed to be accepted by the user. meetyoo will inform the user in the notification of his right to object and of the significance of the objection period.
3. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.
4. The place of jurisdiction is Berlin.
5. German law shall apply to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law.

## North America

### **US Terms of Use MEETYOO Go of meetyoo conferencing GmbH**

(as of 8th August 2022)

By registering as a user of the MEETYOO Go event portal, the user accepts the following "**MEETYOO Go Terms of Use**" (hereinafter referred to as "

meetyoo conferencing GmbH  
Friedrichstraße 153a  
10117 Berlin, Germany

**Terms of Use**") of meetyoo conferencing GmbH, Friedrichstrasse 200, 10117 Berlin (hereinafter referred to as "metyoo") for the use of the MEETYOO Go event portal and event platform (hereinafter referred to as "event portal" or "event platform", and collectively the "Service"). These Terms of Use govern the contractual relationship between the user and meetyoo for MEETYOO Go, irrespective of the website through which the user registers or logs in.

In accordance with these Terms of Use, a contract is concluded between meetyoo as provider of the event portal as well as the event platform and the user.

The services offered are aimed exclusively at companies, authorities or associations. In these Terms of Use, "user" or "customer" means any company, authority or association for which (-s,-n) a contract has been concluded with meetyoo by an employee in accordance with these Terms of Use. The employee of the user / customer who accepts these Terms of Use warrants that he/she has sufficient authority to conclude contracts on behalf of his/her company, authority or association.

The user may access, print, download or save these Terms of Use at any time, even after conclusion of the contract. By accepting these Terms of Use, you agree to be bound. If you object to these Terms of Use, do not agree.

## **§1 Subject**

1. meetyoo offers the possibility to register as a user (admin) for the Event Portal in order to create, configure and carry out virtual events on the event platform yourself. Personal registration provides the user with an event portal account. For the implementation of virtual live events including the registration process, the online conclusion of a contract of "MEETYOO Go" via the event portal in accordance with § 3 of these Terms of Use is required. The immediate activation for the provision of virtual events is associated with the online conclusion of the MEETYOO Go contract. The order confirmation will be sent to the customer via the customer's registered email

address within 24 hours.

2. The number of virtual events (incl. streams) that can be configured and switched live at the same time, as well as the number of registrations, are limited depending on the chosen tariff (see MEETYOO Go Event Portal).

3. meetyoo is entitled to remove illegal content from the Event Platform or the Event Portal without prior notice if it violates legal regulations or these Terms of Use.

4. meetyoo merely offers the user an event platform for the provision of virtual events. Insofar as the customer and participants in virtual events ("participants") conclude contracts among themselves via the event platform, meetyoo is not involved in these contracts and is therefore not a contractual partner. The customer and the participants are solely responsible for the execution and fulfilment of the contracts concluded between them. meetyoo accepts no liability if no contract is established between the users via the event platform in connection with such a contract. Finally, meetyoo is not liable for breaches of duty by users arising from contracts concluded between users.

## **§2 Registration for the Event Portal**

1. The user must register for the event portal before using the services of the event platform (double opt-in procedure). However, there is no entitlement to registration.

2. The user warrants that all data provided by him/her during registration is true and complete. The user is obliged to notify meetyoo immediately of any changes to his user data. All data will be treated in accordance with our Privacy Policy.

3. For the registration of an Admin Account an e-mail address must be entered and a personal password must be chosen. meetyoo points out that any person who knows the e-mail address and the corresponding password has the possibility to use the Event Portal in place of the customer. Here,



among other things, personal data (e.g.: contact or invoice data) can be changed in a binding manner or online orders can be placed. meetyoo grants the user the option of changing the password at any time in the Event Portal. The registered user can create further sub-accounts for other users.

4. The user must keep his password secret and change it immediately if he suspects that an unauthorised third party has or could have gained knowledge of it.

5. Legally binding declarations of intent are deemed to have been made by the user as soon as they are released for transmission to meetyoo by clicking on a corresponding field. The submission of declarations of intent made in this way complies with the contractually stipulated text form. meetyoo is entitled to process declarations exclusively on the basis of the assignment with the aid of the e-mail address and password entered when logging in. The user hereby acknowledges that incorrect information may result in incorrect invoicing and thus damage to the user.

### **§3 Order with costs via the MEETYOO Go event portal**

1. By selecting the respective MEETYOO Go product on the order page and clicking on the "Order now" button, the user makes an offer to conclude a contract on the use of the event portal and the event platform. meetyoo accepts this offer by activating the user for the services of the event platform and sends an order confirmation to the customer by e-mail. Through this acceptance the contract between the user and meetyoo for the respective product of MEETYOO Go is concluded.

### **§4 Service Level Agreement (SLAs)**

1. The customer acknowledges that 100% availability of the Event Platform and the Event Portal is technically impossible to achieve. meetyoo endeavours to keep the Event Platform and the Event Portal available without interruption, with a minimum availability of 98.5% per month. In particular, maintenance, security or capacity issues as well as events beyond

the control of meetyoo (such as disruptions of public communication networks, power failures, etc.), but also hardware and software failures, in particular also the customer's software and hardware and IT infrastructure may lead to short-term disruptions or to the temporary discontinuation of the services of the Event Platform or the Event Portal. The contract of use merely grants a claim to use the event platform or the event portal within the scope of these technical and operational possibilities of meetyoo just described on an "as-is", "as available", and "with all faults" basis .

The customer acknowledges that meetyoo will have to carry out maintenance work; this will normally be carried out at weekends or at night (planned maintenance work). Meetyoo will inform the customer of planned maintenance work affecting the live event or the archive phase of the event with an appropriate lead time. In emergencies meetyoo reserves the right, at its own discretion, to carry out maintenance work in the area of the entire event platform or for the event portal (unplanned maintenance work). In the event of unplanned maintenance, meetyoo undertakes to inform the customer of the maintenance work as soon as possible by e-mail. In the context of (planned or unplanned) maintenance work, the availability of the Event Platform or the Event Portal is not always restricted or interrupted, but there is a possibility of such restrictions or failures. In such cases, meetyoo undertakes, in cooperation with the customer, to restore availability as quickly as possible using its own operational resources.

The customer is aware that the data for the operation of the virtual event platform or the event portal and for the implementation of virtual events on the platform are transmitted via public channels, in particular via the Internet. The customer acknowledges that the transmission is not 100% secure. meetyoo undertakes to secure the customer's data in accordance with standards customary in the industry.

2. The configuration and execution of the event incl. registration and going live of the event is carried out by the customer via the event portal. meetyoo provides the customer with 1st level support which can be reached by e-mail. meetyoo guarantees a response upon receipt of notification of a malfunction of the event platform or the event portal by e-mail within 8

hours during business hours from 8:00 am - 17:00 EST (Mo – Fr / US Holidays excluded). In the case of serious or significant faults, the time for an initial response is reduced as defined below, provided the fault is communicated by E-Mail. meetyoo will rectify faults as quickly as possible.

### **Error Categories Event Platform /Event Portal**

Category	Description	First answer
Serious	<p>Event platform: Errors in which the system fails for a large proportion of users or important functions cannot be used</p> <p>Event Portal: Errors where the system fails for the user or very important functions for the administration of the event cannot be used.</p>	60 min.
Significant	<p>Event platform: Errors where the system fails for multiple users or functions cannot be used.</p> <p>Event Portal: Errors where important functions for the administration of the event cannot be used.</p>	4 hrs.
Minor	Error with minimal impact on the operation of the system (event portal and event platform).	8 hrs.

### **§5 Payment and due date**

Charges will be invoiced in accordance with the order form. All payments shall be made in the currency specified in the Order Form in full and in cleared funds without set-off, counterclaim, deduction or withholding (other than any deduction or withholding required by law) **immediately upon receipt of the invoice** unless otherwise specified in the Order Form. All amounts payable under the Contract are net of any value added tax or other local sales taxes for which the Customer is responsible. The customer agrees

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to provide meetyoo with complete and accurate billing and contact information.

**Price adjustment clause:** meetyoo can increase the prices appropriately in each case with effect from the next calendar year if the scope of services of the products is extended and/or the underlying costs (in particular personnel costs and costs for third-party tools and hosting) increase. If the increase in remuneration within one year after the last request for increase is more than 4.5 percent, the customer is entitled to terminate the contract at the time the increase takes effect. In this case, the remuneration shall remain unchanged until the end of the contract.

## **§6 Third Party Services**

The Service may contain content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“Third Party Services”). For example, the user may use a Third Party Service such as a payment processor when the user registers an account through the Service. meetyoo may also integrate third party technologies into the Service and host meetyoo’s content on Third Party Services. These Third Party Services are not owned, controlled, or operated by meetyoo, and the user acknowledges and agrees that meetyoo is not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If the user chooses to access, transact with, or otherwise interact with any such Third Party Services, then the user does so at their own risk.

## **§7 No legal advice; responsibility of the customer**

Each party is responsible for its own compliance with the laws and regulations applicable to it. The software, professional services, materials or information provided by meetyoo are not intended as legal advice and should not be construed as such. In particular, the customer must independently comply with all legal norms that apply to these Terms of Use in the respective applicable jurisdiction (e.g. from data protection law,

consumer protection law, AGB law, teledmedia law) within the framework of the implementation of the virtual event. meetyoo has not checked whether MEETYOO Go can be used in all jurisdictions in such a way that all applicable legal norms are fulfilled in each case.

## **§8 Defects of title**

1. meetyoo shall only be liable for infringements of third party rights through services provided by meetyoo insofar as the service is used in accordance with the contract and in particular in the contractually intended field of use.

2. if a third party asserts against the customer that a service provided by meetyoo infringes his rights, the customer shall notify meetyoo without delay. meetyoo and, if applicable, its subcontractors shall be entitled, but not obliged, to the extent permissible, to defend the asserted claims at their expense.

3. if a service provided by meetyoo infringes the rights of third parties, meetyoo will, at its own discretion and at its own expense, 1. procure for the customer the right to use the service or 2. make the service non-infringing or 3. take back the service with reimbursement of the remuneration paid for it by the customer (less reasonable compensation for use) if meetyoo cannot achieve any other remedy with reasonable effort. The interests of the customer will be adequately taken into account.

## **§9 Limitation**

Claims for defects shall become statute-barred within one year from the statutory commencement of the limitation period.

## **§10 Limitation of liability**

meetyoo is liable for damages arising from injury to life, body or health in accordance with the statutory provisions. In all other respects meetyoo is liable as follows:

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- a) meetyoo is only liable for other damages if these are based on an intentional or grossly negligent breach of duty by meetyoo or a legal representative or vicarious agent of meetyoo.
- b) In the event of slight negligence meetyoo is not liable unless an essential contractual obligation (cardinal obligation) is breached. A cardinal obligation is an obligation the fulfilment of which makes the proper performance of the contract possible in the first place and on the observance of which the contractual partner may regularly rely. In such cases, however, liability shall be limited to the foreseeable damage typical for the contract.
- c) meetyoo is not liable for any loss, damage, or injury of any kind including any direct, indirect, special, incidental, exemplary, consequential or punitive losses or damages.
- d) meetyoo is not liable for such damages which can be excluded if the customer carries out a proper data backup, or damages due to system failure or malfunction or loss of profits, data, use, business or good-will, arising out or in connection with the Service, these Terms of Use, or customer's misuse of the Service or any content available on or through the Service.
- e) meetyoo is not liable for the compatibility of its services with technical equipment for which the customer is responsible.
- f) Liability under the Product Liability Act and statutory consumer rights remains unaffected.
- g) For each individual case of damage, liability is limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year.
- h) The limitations set forth in this section shall apply regardless of the form of action whether the asserted liability or damages are based on contract, indemnification, tort, strict liability, statute or any other legal or equitable theory.

## **§11 Exemption**

1. The user indemnifies, defends, and holds harmless meetyoo against all claims, including claims for damages, asserted by third parties against meetyoo due to an infringement of their rights by the content posted by the user on the event platform or in the event portal. The user also indemnifies, defends, and holds harmless meetyoo against all claims, including claims for damages, made by other users or other third parties against meetyoo for infringement of their rights by the user's use of the services of the platform. The user shall bear all reasonable costs incurred by meetyoo due to an infringement of third party rights, including the reasonable costs incurred for legal defence. All further rights and claims for damages of meetyoo remain unaffected. The user has the right to prove that meetyoo actually incurred lower costs. The above obligations of the user do not apply insofar as the user is not responsible for the infringement in question.

2. If the content of the user infringes the rights of third parties, the user shall make the content free of property rights before using it on the event platform, unless the user has the corresponding rights of use or licences. If the use of the services of the platform by the user infringes the rights of third parties, the user shall immediately cease the use in breach of contract and/or the law upon request.

## **§12 Rights of use (licences)**

1. The user is granted the right to use the MEETYOO Go software for the duration of the contract. meetyoo grants the user a simple, non-transferable right to use the MEETYOO Go software limited to the duration of the contract.

2. No property rights of any kind whatsoever in connection with the event platform or the event portal are transferred to the user with this contract, unless otherwise stipulated in other provisions of these Terms of Use. This also applies in particular with regard to the design of the event platform or the event portal, the design, the source code, as well as within the

framework of the suggestions, ideas, improvements to the platform etc. implemented on the virtual event platform. The user will not assert any claims against meetyoo in this respect.

3. The customer undertakes, to the extent legally possible, not to modify, adapt, translate, reverse engineer, decompile or disassemble meetyoo's software.

a) meetyoo does not acquire any ownership rights to the acoustic or visual information, documents, videos, etc. posted or created by the customer on the event platform (hereinafter referred to as "Content"). For the purpose of fulfilling the contract the customer grants meetyoo a free, simple, non-transferable right of use to the Content, limited to the duration of the contract, in particular the right to store the Content on the servers of meetyoo, to publish it within the framework of the virtual platform, to process and reproduce it insofar as this is necessary for the virtual event platform, and to grant rights of use to third parties insofar as this is necessary for the virtual platform.

## **§13 Prohibited activities**

1. The user undertakes to refrain from any activities on or in connection with the platform that violate applicable law or infringe the rights of third parties. In particular, the following actions are prohibited:

a) the posting, distribution, offering and advertising of pornographic content, services and/or products that violate youth protection laws, data protection laws and/or other laws and/or are fraudulent;

b) the use of content that insults or defames other participants or third parties;

c) the use, provision and distribution of content, services and/or products that are protected by law or encumbered with third-party rights (e.g. copyrights) without being expressly authorised to do so.



2. Furthermore, the following activities by the customer are also prohibited irrespective of any violation of the law when posting own content on the platform as well as when communicating with other participants (e.g. by sending personal messages, by participating in discussion forums or by writing guestbook entries):

a) the spread of viruses, Trojans and other harmful files;

b) the sending of junk or spam mails as well as chain letters;

c) the dissemination of lewd, offensive, sexually-oriented, obscene or defamatory content or communication, as well as content or communication that is likely to promote or support racism, bigotry, hatred, physical violence or illegal acts (in each case explicitly or implicitly);

d) harassing other participants, e.g. by contacting them personally several times without or against the reaction of the other participant as well as encouraging or supporting such harassment;

e) soliciting other participants to disclose passwords or personal data for commercial or unlawful purposes;

the distribution and/or public reproduction of content available on the platform, unless this is expressly permitted by the respective author.

3. Also prohibited is any action that is likely to impair the smooth operation of the event platform or the event portal, in particular to place an excessive load on the systems of meetyoo.

4. In the event of suspicion of illegal or punishable actions, meetyoo is entitled and, if necessary, also obliged to check all activities and, if necessary, to initiate appropriate legal steps. This may also include the forwarding of a case to the public prosecutor's office.

5. meetyoo reserves the right to refuse the posting of content and/or to edit, block or remove content already posted after prior notification of the customer if the posting of the content has led to an infringement under point §13 of these Terms of Use (prohibited activities) or if there are concrete

indications that a serious infringement of point §13 will occur.

6. The user is obliged to oblige the participants of the virtual event to comply with the regulations according to section 1-5 of item §13 of these Terms of Use (prohibited activities).

## **§14 Copyright Infringement.**

### **A. DMCA Notification.**

Company responds to copyright notifications submitted under the Digital Millennium Copyright Act, 17 U.S.C. § 512 (“DMCA”). To submit a notice of claimed copyright infringement under U.S. law, provide our designated agent with the following written information:

- A physical or electronic signature of the copyright owner or a person authorized to act on his or her behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the infringing material and information reasonably sufficient to permit us to locate that material;
- Your contact information, including your address, telephone number, and an e-mail address;
- A statement that you have a good faith belief that the use of the material in the manner asserted is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated agent can be reached by email at info [at] meetyoo.de, with the subject line DMCA

You can obtain further information from the Copyright Office's online directory at [www.dmca.copyright.gov/osp](http://www.dmca.copyright.gov/osp).

We will respond to notifications of claimed copyright infringement in accordance with the DMCA.

## **B. Counter Notification.**

If you believe that your material has been removed in error in response to a copyright notification, you may submit a counter notification to our designated agent with the following written information:

- A physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the U.S., for any judicial district in which Company may be found, and that you will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

We will respond to counter notifications in accordance with the DMCA.

## **§15 Changes to the services on the platform**

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Friedrichstraße 153a  
10117 Berlin, Germany

meetyoo reserves the right to modify and further develop the MEETYOO Go software.

## **§16 Term and termination of the contract**

1. Depending on the tariff selected (see MEETYOO Go event portal), the contract can be terminated with the respective period of notice. Any termination must be in text form to be effective.
2. meetyoo may terminate the contract if the user objects to changes to these Terms of Use.
3. meetyoo and the user may terminate this contract without notice for good cause.
4. A good cause exists for meetyoo in particular if the continuation of the contractual relationship until the expiry of the statutory period of notice is not reasonable for meetyoo, taking into account all the circumstances of the individual case and weighing up the interests of meetyoo and the user.

Important reasons are in particular:

- a) non-compliance with legal regulations by the user;
- b) the user's breach of his contractual obligations, in particular from these Terms of Use;
- c) damage to the reputation of the services offered by the user's online presence (e.g. if it is discovered after registration that the user has committed a criminal offence and this is known to the other users);
- d) the promotion by the user of companies or associations (or their activities) that are under observation by authorities responsible for public safety or the protection of minors;
- e) harm to other users.

5. A good cause exists for the user in particular if the continuation of the contractual relationship until the expiry of the statutory notice period is not reasonable for the user taking into account all circumstances of the individual case and weighing up the interests of the user and meetyoo. The user may terminate his account at any time through meetyoo's Services, or the user can contact meetyoo at info [at] meetyoo.de.

A good cause is given in particular if meetyoo develops the software in such a way that essential functions are no longer available to the user which were available when the contract was concluded.

## **§17 Final provisions**

1. The contract and its amendments require text form. There are no ancillary agreements.

2. To the maximum extent permitted by law, the user agrees that the user will not be permitted to obtain an injunction or other equitable relief of any kind, such as any court or other action that may interfere with or prevent the development or exploitation of any website, application, content, submissions, product, service, or intellectual property owned, licensed, used or controlled by meetyoo.

3. meetyoo reserves the right to amend these Terms of Use at any time with notice to you.

4. Should individual provisions of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions.

5. The place of jurisdiction is Berlin.

6. German law shall apply to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law.

